



County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

PHILIP L. BROWNING  
Interim Director

December 20, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#26 DECEMBER 20, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**RECOMMENDATION TO APPROVE ONE-YEAR CONTRACT EXTENSIONS TO THE  
TRANSITIONAL HOUSING PLACEMENT PROGRAM AND  
TRANSITIONAL HOUSING PROGRAM – PLUS CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) seeks to execute three Transitional Housing Placement Program (THPP) contract amendments and 12 Transitional Housing Program-Plus (THP-Plus) contract amendments for one additional year from January 1, 2012 through December 31, 2012, with an option to extend for an additional six months, if necessary to complete a solicitation and negotiation of new contracts for the provision of THPP services to foster youth aged 16-18 and THP-Plus services to former foster youth aged 18-24 currently in the child welfare system. THPP contractors and THP-Plus contractors who are also THPP contractors will be extended on a month-to-month basis and THP-Plus contractors who are solely THP-Plus contractors will be extended for the one-year period. THPP and THP-Plus contractors are listed in Attachment A. The THPP and THP-Plus contracts will expire on December 31, 2011.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Interim Director of DCFS or his designee to prepare and execute contract amendments (substantially similar to that in Attachment B) with the three current THPP contractors for the provision of THPP services on a month-to-month basis effective January 1, 2012 through December 31, 2012 with the County option to extend an additional six months, if necessary, by amendment or written notice. The aggregate annual Maximum Contract Amount for these contracts is \$1,661,760. Funding is included in the Department's Fiscal Year 2011-2012 budget and will be included for FY 2012-2013 in the Department's budget request.



2. Delegate authority to the Interim Director of DCFS or his designee and the Chief Probation Officer (CPO) or his designee to prepare and execute contract amendments (substantially similar to those in Attachments C and D) to extend the provision of THP-Plus services on a month-to-month basis from January 1, 2012 through December 31, 2012 with THP-Plus contractors who are also THPP contractors and for one continuous year period from January 1, 2012 through December 31, 2012 with THP-Plus contractors who are solely THP-Plus contractors, with the County option to extend an additional six months, if necessary, by amendment or written notice. The aggregate annual Maximum Contract Amount for these contracts is \$2,216,792. Funding is included in the Department's Fiscal Year 2011-2012 budget and will be included for FY 2012-2013 in the Department's budget request.
3. Delegate authority to the Interim Director of DCFS or his designee to negotiate and execute amendments to the THPP contracts, and to the Interim Director of DCFS or his designee and the Chief Probation Officer (CPO) or his designee to negotiate and execute amendments to the THP-Plus contracts, to increase or decrease the Maximum Contract Amounts not to exceed 10 percent when such a change is necessitated by additional and necessary services provided that there is sufficient funding available. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such amendments, and the Interim Director will notify the Board and the CEO in writing within 10 business days after execution.
4. Delegate authority to the Interim Director of DCFS or his designee to issue thirty (30) day advance written expiration notices to contractors whose contracts are on a month-to-month basis, as deemed in the best interests of the County and approved by the Chief Executive Office (CEO), with notice to the Board.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current three THPP contracts and 12 THP-Plus contracts will expire on December 31, 2011. The recommended action will allow DCFS to continue to provide THPP and THP-Plus services for up to an additional year pending the development and implementation of solicitations and negotiations with new contractors for both programs or for an alternative program(s). Also, certain contracts are recommended for month-to-month extensions so that we may continue these housing services while we evaluate our placement needs in the context of pending implementation of AB 12 services. The recommended action includes an optional extension for an additional six months, if necessary, to complete contract negotiations and avoid a lapse in service.

Pursuant to the provisions of the California Welfare and Institutions Code, Section 11403.2(a), and AB 427 (Chapter 125, Statutes of 2001) as modified first by AB 1119 and later by AB 12, the THPP and THP-Plus contracts assist youth in transitioning from dependence to economic self-sufficiency as adults through supervised transitional living/housing and other needed support services. THPP participants are DCFS or Department of Probation (Probation) foster youth aged 16 to 18 who are given the opportunity to live independently with supervision and are provided assistance, such as: educational support and transportation; employment and



goal setting; life skills and socialization; health and safety training; housekeeping and nutritional food preparation; food, clothing and personal care allowances; and money management training. THP-Plus is a transitional housing opportunity for former DCFS foster or Probation youth, from 18 years of age until the day before their 24<sup>th</sup> birthday, and who are not economically self-sufficient and are at-risk of homelessness.

New developments have delayed solicitations for these programs. With regard to THPP, the University of Southern California (USC) and University of California, Los Angeles (UCLA) Schools of Social Work and Public Policy have conducted a rigorous evaluation of THPP to determine its effectiveness and make recommendations for improvement. With regard to the THP-Plus Program, new State legislation will redefine some aspects of the program. Beginning January 1, 2012, AB 12, titled Extended Foster Care, allows non-minor dependents over the age of 18 to continue to remain in foster care, including THP-Plus, to age 21 as long as the foster youth meets participation requirements, lives in an approved or licensed facility and is progressing toward independence. THP-Plus will require changes to accommodate AB 12.

#### Implementation of Strategic Plan Goals

The contract extensions are consistent with the principles of the Countywide Strategic Plan (CSP) Goal #2 - Workforce Excellence, to enhance the quality and productivity of the County workforce; CSP Goal #3 - Organizational Effectiveness, to ensure that service delivery systems are efficient, effective and goal oriented, and CSP Goal #5 - Children and Families Well-Being, through ensuring the safety of children in the homes of their parents and/or caregivers, as well as the DCFS goal of achieving self-sufficiency.

#### FISCAL IMPACT/FINANCING

The estimated aggregate Maximum Contract Amount for one additional year for the THPP contracts is \$1,661,760 and for THP-Plus contracts is \$2,216,792. Funds are dispersed on a per-client basis, with limitations set on the number of clients rather than establishment of an Annual Maximum Contract Amount for each contractor. Financing for THPP is 36 percent (\$598,234) Federal revenue, 33 percent (\$548,380) State revenue, and 31 per cent (\$515,146) Net County Cost (NCC). Financing for THP-Plus is 100% (\$2,216,792) State revenue. Funding is included in the Department's Fiscal Year 2011-12 Adopted Budget and will be included for the subsequent FY 2012-2013 in the Department's future budget request.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The THPP is authorized under the California Welfare and Institutions Code, Section 11403.2(a), which includes Federal regulations and related State laws implementing the program. The THP-Plus Program was created pursuant to AB 427 (Chapter 125, Statutes of 2001), as modified first by AB 1119 and later by AB 12. The THPP and THP-Plus contract extensions are authorized under California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Sections 23-650.18 and 23-620.22, and Chapter 2.121.250 et seq. of the County Code, Contracting with Private Businesses.



For the period of January 1, 2009 through December 31, 2009, your Board authorized three THPP and 14 THP-Plus contracts under a Board letter adopted by your Board on December 2, 2008, with delegated authority to the Director of DCFS to execute the contracts. Two additional one-year renewal options from January 1, 2010 through December 31, 2010, and January 1, 2011 through December 31, 2011 were exercised by the DCFS Director and the CPO through delegated authority. Of the 14 originally approved THP-Plus contracts, Murrell's Farm and Boys Home is no longer with the program and Positive Path Youth Development Center did not execute the approved contract, leaving 12 THP-Plus contractors.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these contracts. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The facilities of all THPP agencies are licensed by CDSS. THP-Plus agencies are currently certified by the DCFS Youth Development Services Division, but AB 12 will require licensing by CDSS. Youth Development Services is responsible for conducting periodic inspections and monitoring of the contracts.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The CEO and County Counsel have reviewed the amendments and Board Letter. The attached contract amendments have been approved as to form by County Counsel.

On October 19, 2011, CDSS approved the requested contract extensions from January 1, 2012 through December 31, 2012.

Due to recent changes in State Insurance Regulations, new insurance language prepared by CEO Risk Management regarding "Cancellation of or Changes in Insurance" and "Failure to Maintain Insurance" is included in the form amendments (Attachments B and C). The new language transfers the responsibility to the Contractor to ensure that the County receives proper notification of insurance changes or cancellations. Additionally, in order to alert County departments of poorly performing contractors, a provision regarding the newly developed Contractor Alert Reporting Database (CARD) has also been included in the two form amendments as part of the ongoing monitoring of contractors.

### **CONTRACTING PROCESS**

The current three THPP and 12 THP-Plus contractors were taken from the pool of qualified contractors selected through a joint THPP/THP-Plus Request for Statement of Qualifications (RFSQ) issued in 2008. The current contracts were effective January 1, 2009 through December 31, 2009 with an option to extend for up to two additional one-year renewal options through December 31, 2011. On October 19, 2011, CDSS approved the DCFS request for an additional one year extension to the contract effective January 1, 2012 through December 31, 2012. No other contracting process was conducted.

## CONTRACTOR PERFORMANCE

The Contractors have sufficiently met performance standards to recommend contract renewals. Contractors are responsive to requests regarding housing and support services for foster and Probation youth made by the departments.

The monitoring of the THPP and THP-Plus contracts is performed on an annual basis which includes an evaluation of monthly invoices and on-site monitoring for fiscal, administrative and service delivery compliance. The most recent monitoring results for 2011 indicated that the contractors were in compliance with the contract requirements.

## IMPACT ON CURRENT SERVICES

Approval of the one year contract extensions will allow the Department to continue to provide housing and support services to present and former DCFS foster and Probation youth to increase their progress toward economic self-sufficiency. The service levels required under the recommended contract extensions are the same as those in the current contracts.

The contracts will not infringe upon the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

## CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

Respectfully submitted,



PHILIP L. BROWNING  
Interim Director

PLB:CMM  
AM:RD:rd

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Chief Probation Officer



TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

Total Allocation: 40

Name of Agency/ HDQTRS Location by Supervisorial District	No. of Youths Currently Placed in THPP	Placement Capacity	Current Location of Placements by Supervisorial District (Countywide services – Scattered Individual Sites)
First Steps for Youth 836 South Sycamore Avenue Los Angeles, CA 90036	14	13.3	1 – First District 11 – Second District 0 – Third District 0 – Fourth District 2 – Fifth District
HDQTRS: 2nd Supervisorial District Renaissance Unlimited Homes, Inc. 2718 South Redondo Boulevard Los Angeles, CA 90016	10	13.3	0 – First District 2 – Second District 0 – Third District 4 – Fourth District 4 – Fifth District
HDQTRS: 2 <sup>nd</sup> Supervisorial District Hope Opportunity Motivation & Education 4131-35 Palmswood Drive Los Angeles, CA 90008	6	13.3	0 – First District 6 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District
HDQTRS: 2 <sup>nd</sup> Supervisorial District TOTAL:	30	40	

TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

Total Allocation: 84

Name of Agency/ HDQTRS Location by Supervisorial District	No. of Youths Currently Placed in THP+	Targeted Monthly Placement Capacity	Current Location of Placements by Supervisorial District (Countywide services – Scattered Individual Sites)
David & Margaret Home 1350 Third St. La Verne, CA 91750 HDQTRS: 1st District	7	6*	7 – First District 0 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District
D & R Turning Point, Inc. 339 Paseo Tesoro Walnut, CA 91789 HDQTRS: 5th District	8	6*	0 – First District 0 – Second District 0 – Third District 0 – Fourth District 8 – Fifth District
Five Acres 760 W. Mountain View Altadena, CA 91001 HDQTRS: 5th District	7	6*	0 – First District 0 – Second District 0 – Third District 0 – Fourth District 7 – Fifth District
LeRoy Haynes Center P.O. Box 400 La Verne, CA 91750 HDQTRS: 1st District	8	6*	8 – First District 0 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District

Rosemary Children's Services 760 W. Mountain View Altadena, CA 91001 HDQTRS: 5th District	2	2	0 – First District 0 – Second District 0 – Third District 0 – Fourth District 2 – Fifth District
San Gabriel Children's Center 760 W. Mountain View Altadena, CA 91001 HDQTRS: 5th District	7	6*	0 – First District 0 – Second District 0 – Third District 0 – Fourth District 7 – Fifth District
St. Anne's Maternity Home 155 N. Occidental Blvd. Los Angeles, CA 90026 HDQTRS: 1st District	20	10*	20 – First District 0 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District
C.H.A.I.N. Reaction, Inc. 400 Corporate Pointe, Suite 300 Culver City, CA 90230 HDQTRS: 5th District	8	6*	0 – First District 8 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District
Hope Opportunity Motivation & Education 4131 Palmwood Ave. Los Angeles, CA 90008 HDQTRS: 90008	8	6*	0 – First District 7 – Second District 0 – Third District 1 – Fourth District 0 – Fifth District
United Friends of the Children 1055 Wilshire Blvd. Ste. 1955 Los Angeles, CA 90017 HDQTRS: 1st District	3	6	0 – First District 3 – Second District 0 – Third District 0 – Fourth District 0 – Fifth District



Renaissance Unlimited Homes, Inc. 2718 Redondo Blvd. Los Angeles, CA 90016 HDQTRS: 2 <sup>nd</sup> District	8	6*	0 – First District 0 – Second District 0 – Third District 8 – Fourth District 0 – Fifth District
Richstone Center 13620 Cordary Avenue Hawthorne, CA 90250 HDQTRS: 4 <sup>th</sup> District	7	6*	0 – First District 0 – Second District 0 – Third District 7 – Fourth District 0 – Fifth District
<b>TOTAL</b>	<b>93</b>	<b>72*</b>	

\* In those facilities where the number of current placements exceeds the existing targeted monthly placement capacity, the numbers will be equalized throughout the year by attrition and transfer of youth to other housing programs.

**ATTACHMENT B**



**AMENDMENT NUMBER TWO**

**TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)  
CONTRACT NUMBER \_\_\_\_\_**

**WITH**

\_\_\_\_\_



**AMENDMENT NUMBER TWO  
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)  
CONTRACT NUMBER \_\_\_\_\_**

WITH

\_\_\_\_\_  
**CONTRACTOR**

This Amendment Number Two (hereinafter referred to as "Amendment") to the Transitional Housing Placement Program (THPP) Contract Number \_\_\_\_\_, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number \_\_\_\_\_, adopted by the Board on December 9, 2008, and CONTRACTOR has been providing THPP Services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the term of this Contract for one additional year on a month-to-month basis, effective January 1, 2012 through December 31, 2012, and for an additional six months, if determined necessary by the County;

WHEREAS, another purpose of this Amendment is to amend insurance requirements due to changes in State Insurance Regulations;

WHEREAS, another purpose of this Amendment is to add a paragraph regarding County databases that track Contractor performance; and

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 4.0, **TERM AND TERMINATION subsection 4.1** is amended to add subparagraphs 4.1.1 and 4.1.2 to read as follows:

4.1.1 The term of this contract is extended on an automatic month-to-month basis, up to 12 additional months, effective January 1, 2012 through December 31,

2012, if all month-to-month extensions are exercised, unless a thirty (30) day advance written expiration notice is provided to CONTRACTOR by COUNTY prior to the end of the then current extension period.

- 4.1.2 This contract may be extended on an automatic month-to-month basis, up to 6 additional months, effective January 1, 2013 through June 30, 2013, if all month-to-month extensions are exercised, unless a thirty (30) day advance written expiration notice is provided to CONTRACTOR by COUNTY prior to the end of the then current extension period.

2. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 6.0, **INSURANCE REQUIREMENTS** Sub-section 6.1.5 is deleted and replaced by subparagraphs 6.1.5.1 and 6.1.5.2 to read as follows:

- 6.1.5.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.1.5.2 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

3. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 17.0, **CONTRACTOR ALERT REPORTING DATABASE** is added to read as follows:

- 17.0 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.**



**AMENDMENT NUMBER TWO  
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)  
CONTRACT NUMBER \_\_\_\_\_**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Interim Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Philip L. Browning, Interim Director  
Department of Children & Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN, County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**ATTACHMENT C**



**AMENDMENT NUMBER TWO**

**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED  
FOSTER/PROBATION YOUTH (THP-Plus)**

**CONTRACT NUMBER \_\_\_\_\_**

**WITH**

\_\_\_\_\_



**AMENDMENT NUMBER TWO  
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION  
YOUTH (THP-Plus)  
CONTRACT NUMBER \_\_\_\_\_**

**WITH**

\_\_\_\_\_  
**CONTRACTOR**

This Amendment Number Two (hereinafter referred to as "Amendment") to the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Contract Number \_\_\_\_\_, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and, \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract, adopted by the Board on December 2, 2008, and CONTRACTOR has been providing THP-Plus Services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the term of this Contract on a month-to-month basis for one additional year, effective January 1, 2012 through December 31, 2012, and for an additional six months, if determined necessary by the County;

WHEREAS, another purpose of this Amendment is to amend insurance requirements due to changes in State Insurance Regulations;

WHEREAS, another purpose of this Amendment is to add a paragraph regarding County databases that track Contractor performance; and

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 4.0, **TERM AND TERMINATION subsection 4.1** is amended to add subparagraphs 4.1.2 and 4.1.3 to read as follows:

4.1.2 The term of this contract is extended on an automatic month-to-month basis, up to 12 additional months, effective January 1, 2012 through December 31, 2012, if all month-to-month extensions are exercised, unless a thirty (30) day advance written expiration notice is provided to CONTRACTOR by COUNTY prior to the end of the then current extension period.

- 4.1.3 This contract may be extended on an automatic month-to-month basis, up to 6 additional months, effective January 1, 2013 through June 30, 2013, if all month-to-month extensions are exercised, unless a thirty (30) day advance written expiration notice is provided to CONTRACTOR by COUNTY prior to the end of the then current extension period.
2. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 6.0, **INSURANCE REQUIREMENTS** Sub-section 6.1.5 is deleted and replaced by subparagraphs 6.1.5.1 and 6.5.1.2 to read as follows:
- 6.1.5.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.1.5.2 Contractor's failure to maintain or to provide acceptable evidence that it maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
3. Part II, STANDARD TERMS AND CONDITIONS, SECTION 59.0, **CONTRACTOR ALERT REPORTING DATABASE** is added to read as follows:
- 59.0 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
4. Exhibit B-2 is amended by incorporating a new line item budget for the period January 1, 2012 through December 31, 2012 and a new line item budget for the optional period of January 1, 2013 through June 30, 2013, if the option to extend is exercised.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.**



**AMENDMENT NUMBER TWO**  
**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/Probation**  
**YOUTH (THP-Plus)**  
**CONTRACT NUMBER \_\_\_\_\_**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Interim Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department and the CONTRACTOR has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Philip L. Browning, Interim Director  
Department of Children & Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry E. Powers  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN, County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**ATTACHMENT D**



**AMENDMENT NUMBER TWO**

**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED  
FOSTER/PROBATION YOUTH (THP-Plus)**

**CONTRACT NUMBER \_\_\_\_\_**

**WITH**

\_\_\_\_\_



**AMENDMENT NUMBER TWO**  
**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION**  
**YOUTH (THP-Plus)**  
**CONTRACT NUMBER \_\_\_\_\_**

**WITH**

\_\_\_\_\_  
**CONTRACTOR**

This Amendment Number Two (hereinafter referred to as "Amendment") to the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Contract Number \_\_\_\_\_, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and, \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract, adopted by the Board on December 2, 2008, and CONTRACTOR has been providing THP-Plus Services to the COUNTY;

WHEREAS, a purpose of this Amendment is to extend the term of this Contract for one additional year, effective January 1, 2012 through December 31, 2012, and for an additional six months, if determined necessary by the County;

WHEREAS, another purpose of this Amendment is to amend insurance requirements due to changes in State Insurance Regulations;

WHEREAS, another purpose of this Amendment is to add a paragraph regarding County databases that track Contractor performance; and

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 4.0, **TERM AND TERMINATION subsection 4.1** is amended to add subparagraphs 4.1.2 and 4.1.3 to read as follows:

4.1.2 The term of this contract is extended for one additional year, effective January 1, 2012 through December 31, 2012.

- 4.1.3 This contract may be extended for an additional six months from January 1, 2013 through June 30, 2013, at the sole discretion of COUNTY, by amendment or written notice of the Interim Director of DCFS, or his designee, prior to the termination of the Contract.
2. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 6.0, **INSURANCE REQUIREMENTS** Sub-section 6.1.5 is deleted and replaced by subparagraphs 6.1.5.1 and 6.1.5.2 to read as follows:
- 6.1.5.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.1.5.2 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
3. Part II, STANDARD TERMS AND CONDITIONS, SECTION 59.0, **CONTRACTOR ALERT REPORTING DATABASE** is added to read as follows:
- 59.0 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
4. Exhibit B-2 is amended by incorporating a new line item budget for the period January 1, 2012 through December 31, 2012 and a new line item budget for the optional period of January 1, 2013 through June 30, 2013, if the option to extend is exercised.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.**



**AMENDMENT NUMBER TWO**  
**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/Probation**  
**YOUTH (THP-Plus)**  
**CONTRACT NUMBER \_\_\_\_\_**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Interim Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department and the CONTRACTOR has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Philip L. Browning, Interim Director  
Department of Children & Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry E. Powers  
Chief Probation Officer  
Probation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN, County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel